BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I SECTION-GCC
GENERAL TERMS AND CONDITIONS

1.0 Services Required by the Client:

1.1 The Contractor shall be providing manpower services in Client's premises as per the details given herein.

1.2 The Contractor shall provide manpower services and material portion in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

2.0 Contractor's Obligations:

2.1 The Contractor shall provide manpower services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

2.2 The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor.

2.3 The Contractor shall submit to Client, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

2.4 The Contractor shall produce to the client, the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

2.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.

2.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.

2.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services and material portion in accordance with Schedule of Requirements.

2.8 The Contractor shall issue identity cards /identification documents to all its employees who will be instructed by the Contractor to display the same.

2.9 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

2.1.1 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

2.1.2 The Contractor shall provide uniform to its personnel as specified by the BESCOM at its own cost.

2.1.3 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Contractor by quarterly.

2.1.4 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

2.1.5 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

2.1.6 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

2.1.7 The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged shall be trained for providing services.

3.0 Contractor's Personnel:

3.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.

3.2 The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel

3.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

4.0 Contractor's Liability:

4.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.

4.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

4.3 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks.

4.4 Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of

Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the Client.

4.5 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost, and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

5.0 Clients Obligations:

5.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services and material portion are to be provided required to enable Contractor's employees to carry out the Services.

5.2 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

5.3 To enable the Contractor to provide the manpower services and material portion, the Client shall ensure that their staff is available to provide such assistance.

5.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee, employer's relationship with any of the workers of the Contractor.

6.0 The Contract agency, which is providing Manpower services will be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

7.0 The Contractor shall ensure satisfactory standards by his staff posted as Manpower and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case if the services are not up to the mark, such Manpower has to be replaced at the request of local officers by the Agency.

8.0 Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

9.0 The Tenderer shall quote not lesser than as per prevailing "Minimum Wages Act 1948".

10.0 Mode of payment:

1) The successful bidder/agency shall submit monthly bill in duplicate to General Manager(Civil), Corporate office, BESCOM, K. R. Circle, Bengaluru with authenticated seal and signature for payment. The Agency shall submit the bills for payment of remuneration by 1st week of each month duly getting certified from the GM(C),DGM(C),Manager(C), BESCOM, Corporate office and will be paid at E&S section BESCOM Corporate office subsequently.
2) Before issuing the cheque to the agency, BESCOM should ensure that the Agency shall produce bank statement of Staffs, as proof for having paid the previous month salary and EPF to the individual employees of the said work award.
3) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said work award.

11.0 The Agency shall arrange to pay EPF, ESI, and GST tax in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments at prevailing rates from time to time be paid directly by the agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency

12.0 The payment shall be restricted to the no. of Manpower services availed during that particular month as certified by the GM(C)/DGM(C)/Manager(C), BESCOM, Corporate office.

13.0 Selected personnel shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by individual staff during office hours.

14.0 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

a. Minimum Wages Act, 1948.
b. Payment of Wages Act, 1936.
c. Contract Labour (Regulation and Abolition) Act, 1970.
d. Employees PF and Miscellaneous Provision Act, 1952.
e. Employees State Insurance Act, 1948.
f. Workmen's Compensation Act
g. Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

15.0 For the successful Tenderer the rate quoted by the firm is only applicable and shall be not entitled for any other charges.

16.0 **Agreement: -** The successful Tenderer shall furnish an agreement on Rs.200/- stamp paper in the prescribed format within 20 days from the date of letter of acceptance. The Successful Tenderer shall also furnish the details of Employees name, EPF/ESI Account No if available within fifteen days from the date of issuing of work award. If ESI, EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 45 days from the date of work award, failing which the work award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

17.0 The Successful Tenderer shall submit the monthly bill in duplicate with authenticate seal and signature for payment.

18.0 In the event of an order the successful bidder shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a) Monthly Attendance Register
b) Attested copy of challan consisting details of EPF/ESI and GST Tax paid during previous month to the respective Govt/Central authorities along with the Employees details.
c) Copy of EPF paid in the formats such as 5A, 10, 12A and ESI paid in format 7.
d) Copy of format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
e) Copy of GST Tax paid in the prescribed format.
f) Each year during the month of December, Rs 3/-from each staff has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the contract agency side has to be paid to Welfare commissioner Karnataka Labour Welfare Board, MYSUGAR building Annex, 2nd Floor, J.C Road, Bangalore-560 002. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

19.0 **The successful Tenderer, shall provide uniform, cleaning allowance, badges etc to its employees.**

20.0 The Manpower engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

21.0 Incase of any accidents, injuries etc to the engaged staff of the agency, compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

22.0 The Contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation &

Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Contractor shall be responsible for penalties levied by the appropriate authority under the Act. The Contractor shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the Contractor at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Contractor shall be held responsible.

23.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Contractor. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Contractor shall not be entitled to any other allowances or benefits which are not included in the contract.

24.0 In case the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days' notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

25.0 This contract is for a period of 2 year and extendable for further period on good performance. In case of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

26.0 The Tenderer shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

27.0 **General Manager(Civil), Corporate Office, BESCOM, K. R. Circle, Bengaluru** has full right to accept or reject the offers.

28.0 **Dispute:** In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the **General Manager(Civil), Corporate Office, BESCOM, K. R. Circle, Bengaluru** whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in **Bengaluru** and In case of any dispute between the Contractor and the engaged personnel, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

29.0 The personnel engaged by the firm will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

30.0 Any default in compliance, the Contractor shall be held responsible.

31.0 The bidder shall quote not be lesser than as per prevailing "Minimum Wages Act 1948"

32.0 The bidder shall quote the wages and service charges and material portion separately.

33.0 **Penalty**:

33.1 In case the agency fails to provide the Services of Security services within seven days from the date of receipt of the detailed work award a penalty at the rate of ½ % per week subject to maximum of 10% of the remunerations of the assistants will be levied and deducted out of the amount payable to the agency.

33.2 The Contractor shall disburse salary to its deployed manpower inclusive of DA, if any, latest by 7th of every month, failing which penalty of Rs.500/- per day will be imposed up to 15th of the month and the contract shall liable to be terminated. **Security Deposit/ Performance Bank Guarantee** shall be forfeited and Bank guarantee/fixed deposit will be encashed. The Client will have the power to appoint any other agency for the manpower services at the risk and cost of the Contractor.

33.3 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

33.4 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Vendor or that may become due to the Vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Client.

34.0 **Validity:** The validity of this offer shall not be less than 180 days from the date of Bid opening. This shall be clearly stated in the Bid.

35.0 In case of unforeseen conditions, the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

36.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

37.0 The rates quoted should be both in words and in figures and should be the same. There should not be any erasure or over writing in the quotations.

38.0 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise

the discount/rebate offered will not be considered while comparing quoted prices.

39.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

40.0 SECURITY DEPOSIT:

a) The Security deposit **shall be paid within stipulated time and percentage of amount as per the prevailing norm of Government of Karnataka or BESCOM.**

b) The service contract becomes effective from the date of the work award issued, which shall be valid for a period of two years. BESCOM shall have right to terminate this contract without any notice or reason, if the service is not satisfactory or any malpractice is noticed.

c) The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

41.0 TERMINATION FOR CONVENIENCE

BESCOM may, by written notice sent to the contractor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which providing manpower services under the contract is terminated and the date upon which such termination is effective.

The contractor upon receipt of such notice shall discontinue for providing manpower services on the date and to the extent specified in the notice, make all reasonable efforts to stop all further manpower services terminated.

42.0 TERMINATION OF CONTRACT:

The Contractor is liable to be terminated at the terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the Security Deposit /EMD amount paid by the contractor will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.

e. If the agency fails to make payment to Security workers within the time specified above under clause 8.0
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability or otherwise of materials/equipment supplied/services provided.

43.0 RISK –PENALTY AND RIGHTS:

1) In case the Security persons remain absent for duty assigned to them and if no substitute is posted in their place on time, the BESCOM reserves the right to recover the amount equivalent to double the average daily wage of a Security persons.
2) If the Security persons deployed by the Security agency do not confirm to the specifications and not as per the schedule of deployment, the BESCOM reserve the right to black list such Security agency.
3) During the checks conducted by the Officials and Officers of BESCOM if any Security persons is found sleeping while on duty or absent from work spot or found under the influence of alcohol or in bad turnout, deduction of Rs. 50/- per Security persons per day will be effected from the monthly bill of the Agency. However, defaulter shall be removed / replaced.
4) The BESCOM reserves the right of discontinuation at any time with or without intimation or prior notice for violation of any of the terms and conditions of the agreement.
5) Tender's shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of award and if any attempt by the Tenderer is made such Tender's will be disqualified.

General Manager (Civil)

Corporate Office, BESCOM